

**Planning Department**  
 231 NE Fifth Street ◦ McMinnville, OR 97128  
 (503) 434-7311 Office ◦ (503) 474-4955 Fax  
[www.mcminnvilleoregon.gov](http://www.mcminnvilleoregon.gov)

<b>Office Use Only:</b>	
File No.	<u>MP 7-17</u>
Date Received	<u>11-22-17</u>
Fee	<u>440.00</u>
Receipt No.	<u>17m0344</u>
Received by	<u>SP</u>

## Partition Application

### Applicant Information

**Applicant is:**  Property Owner    Contract Buyer    Option Holder    Agent    Other \_\_\_\_\_

Applicant Name Raymond J. Kulback / RB&R Contractors, Inc. Phone 503-434-0483

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_  
*(If different than above)*

Address PO Box 568

City, State, Zip McMinnville, OR 97128

Contact Email r.kulback@frontier.com

### Property Owner Information

Property Owner Name Same As Above Phone \_\_\_\_\_  
*(If different than above)*

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Email \_\_\_\_\_

### Site Location and Description

*(If metes and bounds description, indicate on separate sheet)*

Property Address 1730 SW 2nd Street, McMinnville, OR 97128

Assessor Map No. R4 420CB - 00 - 100 Total Site Area 0.77 AC

Subdivision Fairlawn Block Lot

Comprehensive Plan Designation Residential Zoning Designation R4-PD

**General Description of Subject Property**

1. Proposed Parcel Size: #1 .39 AC #2 .38 AC #3 \_\_\_\_\_

2. Current Land Use: R4-PD

3. Purpose of the partition request: To allow for 3 clusters of Townhome Apartments to be on separate parcels for: 1. Financing Flexibility, 2. Future Ownership and/or Trust Distribution, 3. Insurance.

4. Topography: Flat

5. Method of Sewage Disposal: City Sewer System

*(Note: If septic field, this application must be accompanied by a letter of approval from the County Sanitarian indicating their approval. The Sanitarian can be contacted through the Yamhill County Planning Department.)*

6. Water Supply: McMinnville Water & Light

In addition to this completed application, the applicant must provide the following:

- A site plan (drawn to scale, with a north arrow, legible, and of a reproducible size), indicating all required information as listed in the information sheet and in Section 17.53.060 (Submission of Tentative Partition Plan) of the Zoning Ordinance, or, if applicable, Section 17.53.080 (Submission of Future Development Plan).
- A Title Report or Subdivision Guarantee prepared within 60 (sixty) days of the application date.
- Payment of the applicable review fee, which can be found on the Planning Department web page.

**I certify the statements contained herein, along with the evidence submitted, are in all respects true and are correct to the best of my knowledge and belief.**

Raymond J. Kellner  
Applicant's Signature

11/22/17  
Date

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Date



**PUBLIC RECORD REPORT  
FOR NEW SUBDIVISION  
OR LAND PARTITION**

THIS REPORT IS ISSUED BY THE ABOVE-NAMED COMPANY ("THE COMPANY") FOR THE EXCLUSIVE USE OF THE FOLLOWING CUSTOMER:

RB&R Contractors Inc.  
Phone No.:

Date Prepared: November 14, 2017  
Effective Date: November 6, 2017 / 05:00 PM  
Charge: \$300.00  
Order No.: WT0149770  
Reference:

The information contained in this report is furnished to the Customer by Western Title & Escrow Company (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. This report is not title insurance, is not a preliminary title report for title insurance, and is not a commitment for title insurance. No examination has been made of the Company's records, other than as specifically set forth in this report ("the Report"). Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the Customer, and the Company will have no greater liability by reason of this report. This report is subject to the Definitions, Conditions and Stipulations contained in it.

**REPORT**

- A. The Land referred to in this report is located in the County of Yamhill, State of Oregon, and is described as follows:  
As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.
- B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:  
As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof.
- C. As of the Effective Date and according to the Public Records, we find title to the land apparently vested in:  
As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.
- D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:  
As fully set forth on Exhibit "D" attached hereto and by this reference made a part hereof.

Western Title & Escrow Company  
Public Record Report for New Subdivision or Land Partition  
Order No. WT0149770

**EXHIBIT "A"**  
**(Land Description)**

Parcel 1:

Beginning at the Northwest corner of Lot 3 of FAIRLAWN SUBDIVISION in the County of Yamhill, State of Oregon; thence East 80 feet along the North boundary line of said Lot 3; thence South 150 feet; thence West and parallel to the North boundary line 80 feet; thence North 150 feet along the West boundary line of said Lot 3 to the Point of Beginning.

Parcel 2:

A portion of Lot 3 of FAIRLAWN SUBDIVISION in the County of Yamhill, State of Oregon, more particularly described as follows: Beginning at a point on the West line of said Lot 3, 150 feet South from the Northwest corner of said lot; thence running South along the West line of said lot a distance of 510 feet, more or less, to the Southwest corner thereof; thence running East along the South line of said Lot 3 a distance of 80 feet; thence running North parallel with the West boundary of Lot 3 a distance of 510 feet, more or less, to the Southeast corner of that tract conveyed to Lester J. Pagh et ux by deed recorded April 10, 1972 in Film Volume 88, Page 2057, Deed and Mortgage Records; thence running West along the South line of said Pagh tract a distance of 80 feet to the Point of Beginning.

Western Title & Escrow Company  
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**EXHIBIT "B"**  
**(Tax Account and Map)**

APN/Parcel ID(s) 392042 and 149663 as well as Tax/Map ID(s) R4420CB 00101 and R4420CB 00100

Western Title & Escrow Company  
Public Record Report for New Subdivision or Land Partition  
Order No. WT0149770

**EXHIBIT "C"**  
**(Vesting)**

Raymond J. Kulback

**EXHIBIT "D"**  
**(Liens and Encumbrances)**

1. Unpaid Property Taxes are as follows:  
Fiscal Year: 2017-2018  
Amount: \$2,418.58, plus interest, if any  
Levy Code: 40.0  
Account No.: 392042  
Map No.: R4420CB 00101  
(Affects Parcel 1)

We are unable to determine at this time whether the current and/or prior years taxes and assessments are correct as shown. Please contact the Yamhill County Assessor's office for current tax payment status and amount due prior to the close of escrow @ 503-434-7521.

2. Unpaid Property Taxes are as follows:  
Fiscal Year: 2017-2018  
Amount: \$555.00, plus interest, if any  
Levy Code: 40.0  
Account No.: 149663  
Map No.: R4420CB 00100  
(Affects Parcel 2)

We are unable to determine at this time whether the current and/or prior years taxes and assessments are correct as shown. Please contact the Yamhill County Assessor's office for current tax payment status and amount due prior to the close of escrow @ 503-434-7521.

3. City Liens, if any, in favor of the City of McMinnville.
4. Rights of the public to any portion of the Land lying within the area commonly known as roads and highways.

## DEFINITIONS, CONDITIONS AND STIPULATIONS

1. **Definitions.** The following terms have the stated meaning when used in this report:
  - (a) "Customer": The person or persons named or shown as the addressee of this report.
  - (b) "Effective Date": The effective date stated in this report.
  - (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
  - (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.
2. **Liability of Company.**
  - (a) This is not a commitment to issue title insurance and does not constitute a policy of title insurance.
  - (b) The liability of the Company for errors or omissions in this public record report is limited to the amount of the charge paid by the Customer, provided, however, that the Company has no liability in the event of no actual loss to the Customer.
  - (c) No costs (including without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
  - (d) In any event, the Company assumes no liability for loss or damage by reason of the following:
    - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
    - (2) Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
    - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
    - (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
    - (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights or claims or title to water.
    - (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
    - (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
    - (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
    - (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.
3. **Report Entire Contract.** Any right or action or right of action that the Customer may have or may bring against the Company arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of the Company. By accepting this form report, the Customer acknowledges and agrees that the Customer has elected to utilize this form of public record report and accepts the limitation of liability of the Company as set forth herein.
4. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.

**LIMITATIONS OF LIABILITY**

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

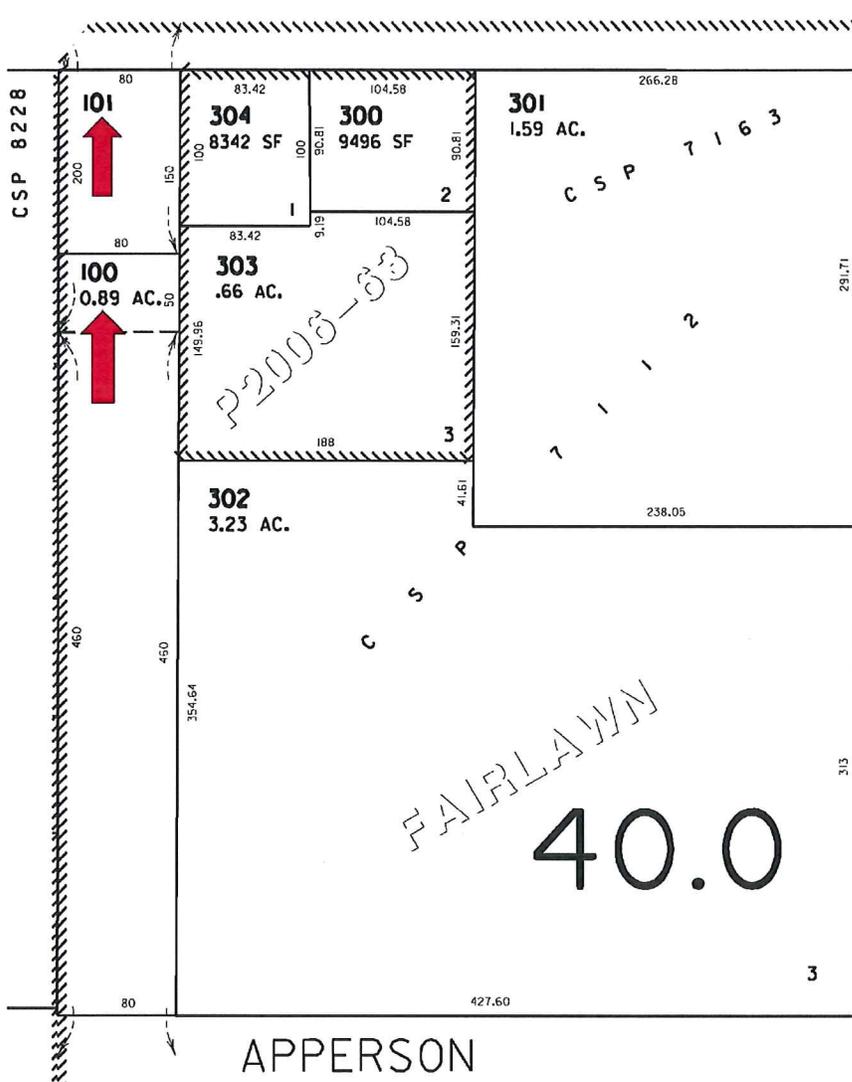
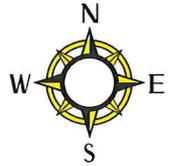
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IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY





THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY

NW 1/4 SW 1/4 SEC 20 T4S R4W W.M.  
YAMHILL COUNTY

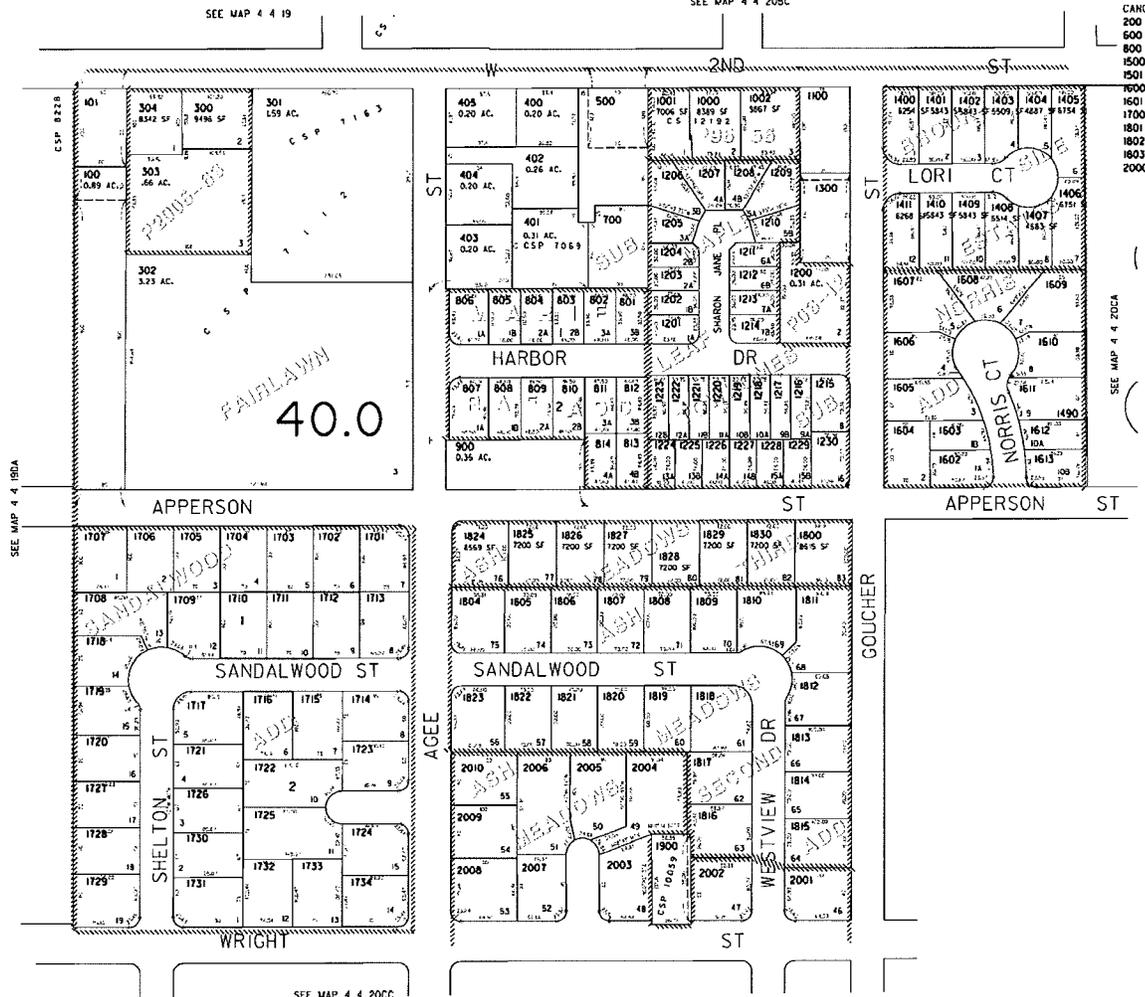
4 4 20CB  
MCMINNVILLE

1" = 100'

SEE MAP 4 4 19

SEE MAP 4 4 20BC

CANCELLED  
200  
600  
800  
1500  
1501  
1600  
1601  
1700  
1801  
1802  
1803  
2000



SEE MAP 4 4 18DA

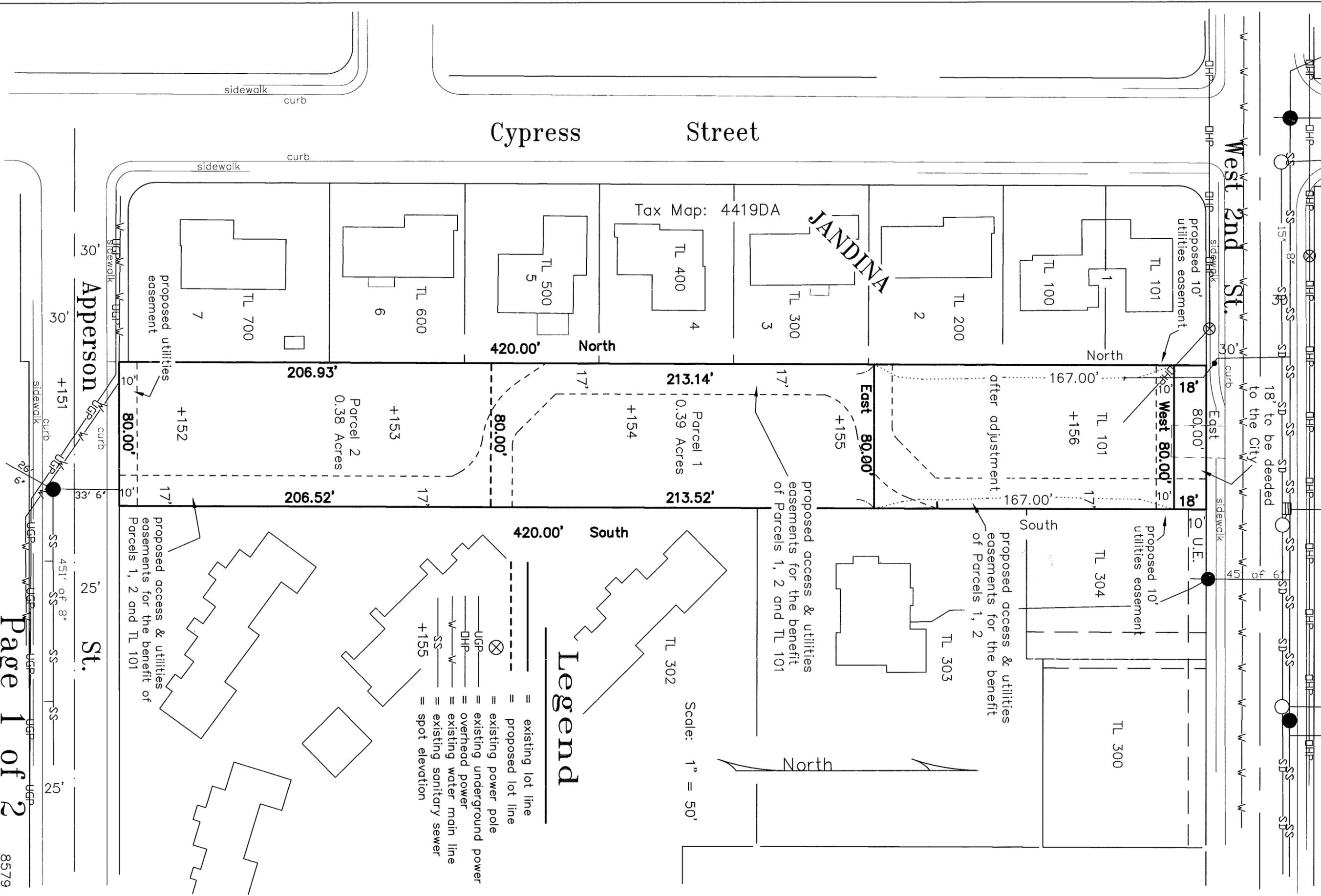
SEE MAP 4 4 20CA

SEE MAP 4 4 20CC

4 4 20CB

# Tentative Partition

Location: SW 1/4 Section 20, T. 4 S., R. 4 W., WM.,  
 Block 3 of FAIR-LAWN SUBDIVISION, City of McMinnville,  
 Yamhill County, OR Tax Lot: 4420CB - 100 Date: 11/15/2017



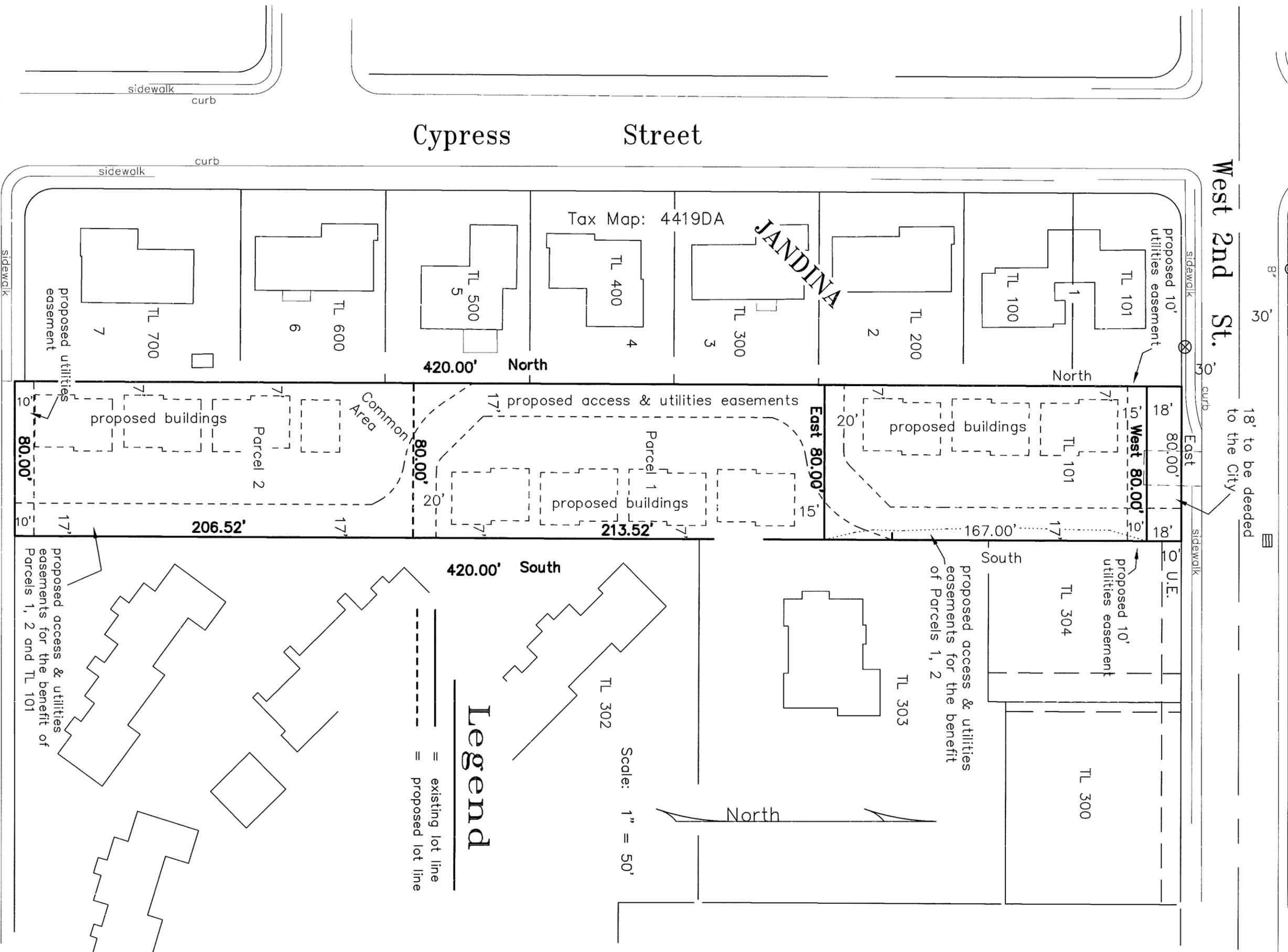
## Legend

- = existing lot line
- = proposed lot line
- = existing power pole
- = existing underground power
- = overhead power
- = existing water main line
- = existing sanitary sewer
- = spot elevation

Scale: 1" = 50'

# Tentative Partition

Location: SW 1/4 Section 20, T. 4 S., R. 4 W., WM.,  
 Block 3 of FAIR-LAWN SUBDIVISION, City of McMinnville,  
 Yamhill County, OR Tax Lot: 4420CB - 100 Date: 11/15/2017



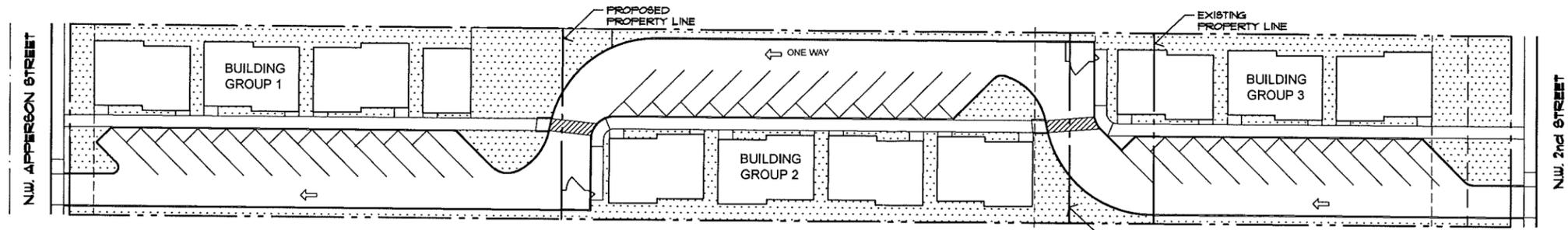
## Legend

-  = existing lot line
-  = proposed lot line

Scale: 1" = 50'

By: Matt Dunckel  
 Leland MacDonald & Assoc., LLC  
 3765 Riverside Drive  
 McMinnville, Oregon 97128  
 Phone: 503-472-7904  
 Fax: 503-472-0367  
 Email: matt@macdonaldsurveying.com

Apperson

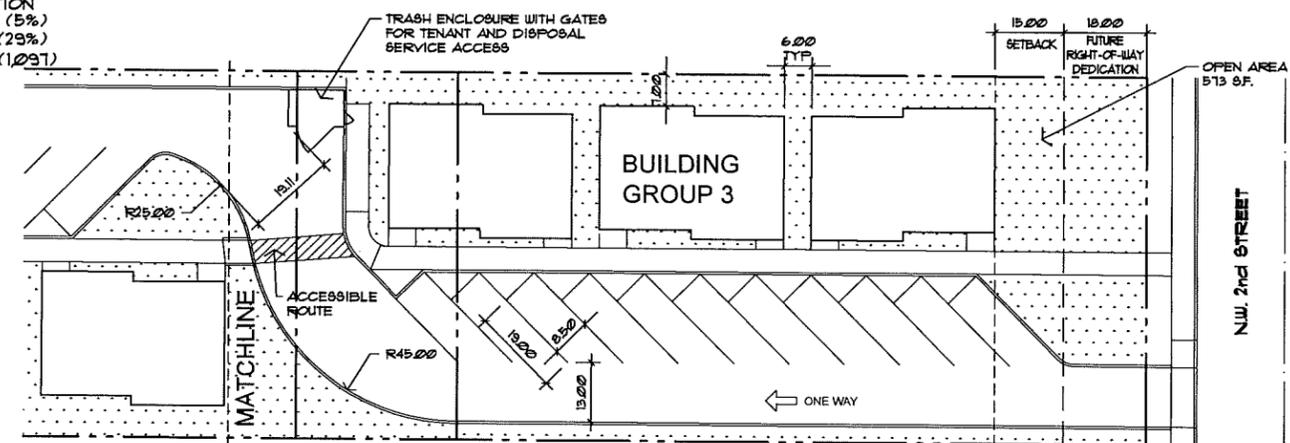


**OVERALL SITE PLAN**  
 1"=30'-0"  
 1 AI

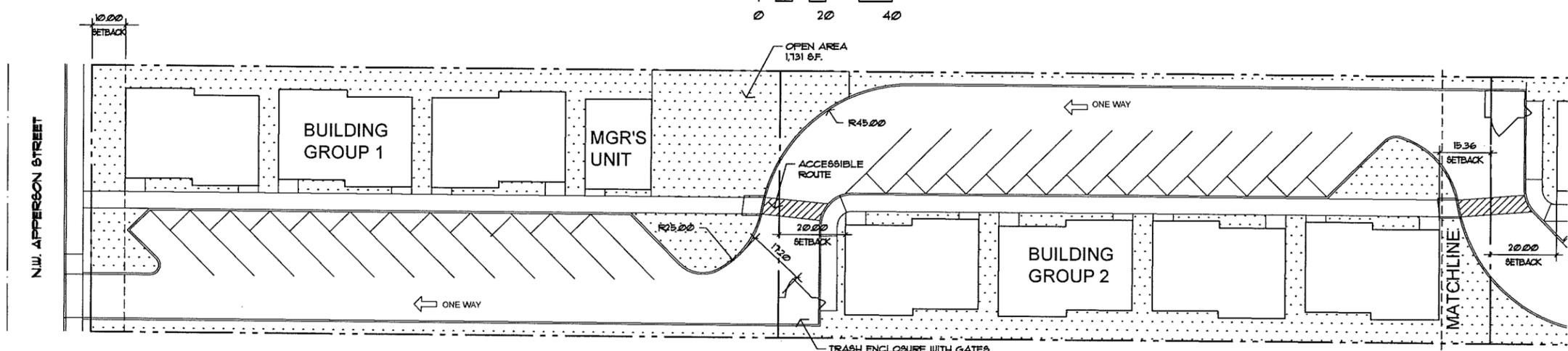
PARKING PROVIDED: 36 STANDARD SPACES

**LOT INFORMATION**  
 TAX LOT: 100 & 101,  
 SECTION 20, T. 4 S., R. 4 W.,  
 WILLAMETTE MERIDIAN,  
 CITY OF McMinnville,  
 YAMHILL COUNTY, OREGON

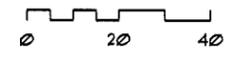
**SITE SUMMARY**  
 SITE AREA: 46,340 S.F.  
 - NOT INCLUDING FUTURE DEDICATION  
 OPEN AREA: 2,304 S.F. (5%)  
 LANDSCAPED AREA: 13,110 S.F. (28%)  
 - INCLUDING FUTURE DEDICATION (109%)  
 & 21 - 6'x10' PATIOS



**PARTIAL SITE PLAN - NORTH END**  
 1"=20'-0"  
 2 AI



**PARTIAL SITE PLAN - SOUTH END**  
 1"=20'-0"  
 3 AI



NOT FOR CONST.

**BRUCE W. KENNY, ARCHITECT, S.F.**  
 9318 NORTH MOHAWK AVENUE  
 PORTLAND, OREGON 97203  
 architect@yahoo.com  
 CELL: 503-435-9153

**APARTMENTS FOR RB&R CONTRACTORS, INC.**  
 1730 NW 2nd STREET, McMinnville, OR 97128  
**CONCEPTUAL SITE PLAN**

19 NOVEMBER 2011

**AI**  
 PROJECT NO. 1115

50% SCALE IF 11 x 17  
 CONCEPTUAL SITE PLAN